

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

6.1.1.1.1 Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 586-0570
E-mail Address: Robert.zamarron@hawaii.gov

Provide the following information:

- Name of Company - Mailing Address - Name of Contact Person
- Telephone Number - Facsimile Number - E-Mail Address
- Solicitation Number - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)

STATE PROCUREMENT OFFICE

LEGAL AD DATE: August 6, 2004

REQUEST FOR PROPOSAL

No. RFP-05-013-SW

SEALED OFFERS FOR

Insurance Brokerage Services for Department of Accounting and General Services, Risk Management

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

SEPTEMBER 8, 2004

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO Mr. MARC S. YAMAMOTO, TELEPHONE (808) 586-0569, FACSIMILE (808) 586-0570 OR E-MAIL AT marc.yamamoto@hawaii.gov.

Ruth E. Yamaguchi
Procurement Officer

RFP-05-013-SW

Name of Company

TABLE OF CONTENTS

<u>SECTION</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
ONE	INTRODUCTION, KEY DATES AND BACKGROUND	1
TWO	SPECIFICATIONS AND REQUIREMENTS	5
THREE	PROPOSAL FORMAT AND CONTENT	7
FOUR	EVALUATION CRITERIA AND CONTRACTOR SELECTION	11
FIVE	SPECIAL PROVISIONS	13
SIX	ATTACHMENTS <ul style="list-style-type: none">• Attachment 1: Offer Form pages OF-1• Attachment 2: Wage Certificate• Attachment 3: Insurance Company Requests	30
SEVEN	APPENDICES <ul style="list-style-type: none">• Appendix I: Subsequent Timelines After Broker Selection• Appendix II: Summary of Exposure Data• Appendix III: Summary of Property Values• Appendix IV: Summary of Property Loss Data• Appendix V: Summary of Liability Loss Data<ul style="list-style-type: none">1. CV Starr2. Kempes• Appendix VI: Summary of Crime Loss Data	35

SECTION ONE
INTRODUCTION, SIGNIFICANT DATES AND BACKGROUND INFORMATION

1.1 TERMS AND ACRONYMS USED IN THIS RFP

Agreement	=	The Broker's proposal as accepted by the State, in conjunction with the specifications, terms and conditions contained herein.
Procurement Officer	=	The contracting officer for the State Procurement Office.
RMO	=	The Risk Management Officer, State of Hawaii.
State	=	State of Hawaii and all agencies involved in this agreement with the exceptions noted herein.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
Broker	=	the Offeror or Bidder selected to represent the State of Hawaii during the selection term, refer to Section Five
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

1.2 INTRODUCTION

The State is seeking proposals from qualified entities for insurance brokerage services to design and market its property and liability insurance and to provide related services for the State of Hawaii.

1.3 PURPOSE

The purpose of this RFP is to seek a qualified insurance broker to design and market a property, liability, and crime insurance program and to provide related services for the State. It is the State's intention to utilize the selected broker for at least three years, provided the coverage, service, and cost remain satisfactory to the State.

The initial term of the brokerage services shall be from the date stated on the Letter of Selection up to December 1, 2007, with an option to extend, if mutually agreeable, by up to two (2) additional twelve (12) month periods or portions thereof.

1.4 BACKGROUND INFORMATION REGARDING THE STATE

1.4.1 Current Insurance Program

Summary loss and exposure data are contained in Appendices II through VI. These Appendices provide key information regarding the size and scope of State operations.

The coverage placed will apply to all State operations, except airport liability insurance and general and professional liability for State hospitals. Coverages to be placed will:

- a. Provide crime insurance for all State employees.
- b. Provide property insurance for all State properties, including the airports and State owned hospitals.
- c. Provide liability insurance for all State agencies, excluding the airports and general and professional liability for the State hospitals.

Note: Insurance coverage and services includes the State, higher education (i.e.: University of Hawaii and Community Colleges, etc.) and all public schools in the State.

1.4.2 Current Policy Deductibles and Limits

The State has in excess of 47,000 employees. Annual revenues exceed \$6.9 billion. Thus, the State has the capacity to retain substantial risk. Current policy deductibles and limits are:

Coverage	Deductible/ Self-Insured Retention	Limit
Liability insurance	\$4,000,000	\$10,000,000
Property insurance		
· Earthquake	3%	25,000,000
· Wind	3%	100,000,000
· Flood	3%	25,000,000
· All other perils	250,000	100,000,000
Fidelity insurance	250,000	10,000,000
Monies and securities insurance	250,000	1,000,000
Depositors forgery insurance	250,000	10,000,000

Deductibles other than those presented above should be considered.

1.5 SIGNIFICANT DATES OF THIS RFP

The SIGNIFICANT DATES present the State's best estimate of the anticipated schedule of events. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The following schedule sets forth the significant dates and deadlines applicable to this RFP. The dates are merely estimates and not binding on the State. Nevertheless, by submitting its proposal, each Offeror: (a) agrees to complete its performance in compliance with the dates and deadlines set forth in the following schedule, unless the State expressly agrees to modify such schedule; and (b) represents and warrants to the State that such Offeror has the ability to comply with such schedule.

<u>Events</u>	<u>Date</u>
Advertisement of RFP	August 6, 2004
Pre-proposal conference	August 13, 2004
Deadline for Written Inquires	August 18, 2004
Addendum for Response to Questions Received, if required	August 20, 2004
Proposals Due and Opened	September 8, 2004
Proposal Evaluations	September 9 –15, 2004
Letter of Selection	September 16, 2004

1.6 PRE-PROPOSAL CONFERENCE

The purpose of this non-mandatory pre-proposal conference is to review the RFP and to discuss questions which may arise as a result of the question and answer session. (NOTE: Any verbal responses made at the pre-proposal conference are not official unless followed by an addendum.) Potential offerors shall notify Mr. Marc Yamamoto, Purchasing Specialist, at telephone (808) 586-0569 of their intent to attend no later than August 11, 2004.

DATE: August 13, 2004, Friday
TIME: 10:00 a.m. to 12:00 p.m., H.S.T.
PLACE: State of Hawaii
Kalanimoku Building
1151 Punchbowl Street, Room 322 B & C
Honolulu, Hawaii 96813

Refer to the following link for a location map:

<http://www.hawaii.gov/dags/quicklinks/capdist.pdf> the Kalanimoku Building is designated as building 09.

1.7 WRITTEN INQUIRIES

Written inquiries concerning this RFP must be received by the Procurement Officer by the Deadline for Written Inquiries specified above. Written inquiries must reference the RFP number, page, paragraph, and line or sentence to which the question relates. Furthermore, Offerors should list any exceptions to the terms, conditions, specifications, or other requirements listed herein.

All written inquiries received by the deadline will receive a written response that will be faxed and/or mailed to each Offeror who has registered for this RFP with the State Procurement Office. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

1.8 SUBMISSION OF PROPOSALS

The Offeror shall submit original and eight (8) copies of the proposal in sealed envelopes or packages to the following address no later than the date and time specified above:

State Procurement Office
Kalanimoku Building
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

Proposals received after the Proposal Due Date and Time will NOT be accepted. Each Offeror accepts all risks associated with incorrect delivery or with failure to deliver proposal package to the State Procurement Office before such date and time by any courier, mail or other delivery service.

1.9 ISSUING OFFICE AND CONTACT PERSONS

This RFP is issued by the SPO. The Procurement Office names, mailing address, and phone numbers are as follows:

Ms. Ruth E. Yamaguchi, Procurement Officer
State Procurement Office (SPO)
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
(808) 586-0554
(808) 586-0570 (FAX)

SPO Point of Contact:

Mr. Marc Yamamoto, Purchasing Specialist
State Procurement Office (SPO)
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
(808) 586-0569
(808) 586-0570 (FAX) e-mail: marc.yamamoto@hawaii.gov

SECTION TWO SPECIFICATIONS AND REQUIREMENTS

2.1 CONCEPTUAL PROGRAM.

Describe your approach to structuring property, liability, and crime insurance programs for the State. A description of the design of your program showing limits, deductibles and relationships of major policies should be included. The use of charts or graphs to illustrate your proposal and how you might use insurers is encouraged.

In describing your program please identify the following:

- a. Any special coverage features, rating plans, or services which may be attractive to the State.
- b. Major exclusions that may apply.
- c. Any difficulties you may have placing the required coverages, particularly property coverage.
- d. Policies or combinations of policies you recommend be explored.
- e. Limits, deductibles or self-insured retentions you would explore. This might include aggregate deductibles and different deductibles for different agencies.
- f. Data you require to market the State's coverages. If you include application or exposure summary forms, please keep them pertinent to the State.
- g. Provide an estimate of the premium you can obtain for the State for the property, liability, crime insurance. The State's current retentions and limits are as shown on Page 2. If you cannot provide a specific premium, provide a range within which you expect the premium to fall.

2.2 PROPOSED INSURANCE PROGRAM

Describe the proposed insurance program to the current program and comparing the coverage and premiums and services being offered.

2.3 MARKETING

Provide a proposal on how the marketing of the State's required insurance coverages will be conducted, to include:

- a. Timeline for the marketing process.
- b. Matrix or other objective ranking system for proposals received.
- c. Summarization of policies recommended.
- d. Comparison of proposed coverages and premiums with current coverage and premiums.
- e. Structuring insurance programs to eliminate gaps or overlaps in coverage, to include recommending coverage changes or program adjustments.
- f. Provide limits and coverage requested by the State to extent coverage and limits are available.
- g. Assistance in policy wording changes to meet needs of the State.
- h. Review of insurance binders, policies, certificates and other documents to ensure wording is complete and accurate.

2.4 INSURANCE COMPANIES

Attachment 3 provides a form to identify the insurers you wish to use. Complete Attachment 3 by listing insurers in order of preference. Show the complete name of each insurance company, the name of the insurers group affiliation, the name of any surplus lines broker or managing general agent, whether the insurer is admitted in Hawaii and the current Best's rating (number and letter). If you plan to use a London market, please identify the London brokers and specific underwriters (Lloyd's syndicates or other insurers) that would be used.

Be specific when you list individual insurers. For example, do not list AIG or National Union as an insurance company. Instead, show National Union Fire Insurance Company.

2.5 QUALIFICATIONS

Provide the following information and in the format and order listed below:

- a. A description of your firm including brief history, size, number of offices and other pertinent information.
- b. The names of personnel who will handle the account:
 1. Include a resume on each individual.
 2. Describe experience with large public agencies or other major property insurance purchasers.
 3. Office location of each account team member.
You should include information on account executives, marketing personnel and other key account team members.
- c. Three references. For each reference, show:
 - Name of client.
Name, title and phone number of contact.
 - Lines of coverage placed.
 - When your firm served the account
 - Approximate premium size.
- d. A description of any special expertise that will be of assistance to the State (available from insurers or through your firm). This could include program design, marketing, risk control, information systems or other areas.
- e. A description of your methodology for checking the financial stability of insurers.
- f. A description of how you will keep up to date on the loss exposures covered by the policies you place.
- g. The assistance you can provide in resolving large disputed claims.
- h. The property loss control assistance you can provide and how it will benefit the State.
- i. The assistance you can provide the State in maintaining its property inventory

2.6 ANNUAL COMMITMENT OF RESOURCES

- a. Provide the number of hours and number of training sessions to be provided to the various departments on an annual basis.
- b. Provide the number of hours committed and number of risk assessments for various departments that will be conducted on an annual basis.

- c. Provide the number of hours committed and number of loss control services that will be conducted on an annual basis.

2.7 ANNUAL COMMITMENT TO PROVIDE ASSISTANCE

- a. Provide assistance in the review and calculation annually of the cost allocation process to assess State departments and agencies the cost of risk (insurance premiums and claims), including a method and related software, to quantify increases for those departments with a greater number of losses and discounts for those departments with fewer losses.
- b. Ability to provide assistance with difficult or disputed claims and overage questions for all lines of coverages provided to State agencies.
- c. Ability to provide assistance in analyzing loss exposures arising from existing or new operations and in developing measures for controlling losses.
- d. Ability to provide data base and consolidate underwriting renewal information.

2.8 SERVICING

- a. Service each policy issued to the State, including:
 - 1. Processing all changes
 - 2. Processing endorsements
 - 3. Verifying accuracy of invoices
 - 4. Answering questions regarding policies in force
- b. Be available for consultation with the State regarding the coverages placed and meetings with State personnel. Provide assistance with general risk management questions and technical support (i.e.: insurance and indemnity clauses in contracts).
- c. Ability to place new coverages the State may require from time to time (i.e.: master's builders risk, owner controlled insurance programs).

2.9 AUTOMATED DATA PROCESSING (ADP) SUPPORT

- a. Provide a quarterly electronic newsletter for State's risk management coordinators and selected others, to include information regarding insurance market trends and risk management and loss control topics.
- b. Ability to provide quarterly updates on changes in the insurance market which affect the State's current insurance policies and renewal policies.
- c. Ability to provide annual reports, by each November 30, concerning the following areas:
 - 1. Sufficiency of the amount of funds that should be in the state risk management revolving fund for emergency use.
 - 2. Work performed during the year, work planned for the coming year, insurance policies placed, particular difficulties encountered and income earned on the State account, from all sources.
 - 3. List of losses incurred under each insurance policy provided or a statement that no losses have been incurred. This shall be provided at least annually. Updates following policy expiration, regardless of status of broker relationship, are also required until all claims are closed.

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1 INTRODUCTION

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability to provide Insurance Brokerage Services to meet the goals and objectives of this RFP as stated herein.

3.2 MULTIPLE PROPOSALS

Only one (1) proposal will be accepted from any one (1) person, partnership, corporation or other entity.

3.3 FORMAT AND CONTENT

Any material deviation from these requirements may adversely affect the evaluation of the proposal.

Offerors must follow the requirements set forth below. Proposals must be organized in the following sections in the exact format using all titles, subtitles, and numbering, with tabs separating each section. Each section must be addressed individually and pages must be numbered.

Section I Table of Contents. A table of contents listing the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

Section II Executive Summary. A letter, signed by an officer of the company, describing the Offeror and including all of the items below:

A brief synopsis of the highlights of the proposal and the overall benefits of the proposal to the State. This synopsis should not exceed three (3) pages in length and should be easily understandable.

Offer Form Page OF-1. Refer to *Section Six* of this RFP for the form.

Wage Certificate. Refer to *Section 2.8* of the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which Contractor certifies that the services required will be performed pursuant to Section 103-55, HRS. Refer to *Section Six* for the Wage Certificate form.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar,

Offeror must sign the Wage Certificate to show compliance with Section 103-55, HRS.

Evidence of Insurance. Certificate of insurance evidencing Commercial General Liability Insurance (occurrence form) and Professional Liability. Refer to *Section Five*, Insurance Requirements provision.

Section III Compensation. (This section shall not be used in the evaluation of Criteria in *Section Four.*)

Describe how you will determine the amount of compensation you will request. The State will compensate it's broker on a commission basis.

State the amount of compensation you request to handle the State insurance program. If you are unable to provide a precise fee, state the range within which the commission will fall.

Section IV Technical Proposal. (This section shall be used in the evaluation of Criteria in *Section Four.*)

PART A. CONCEPTUAL PROGRAM.

Describe your approach to structuring property, liability, and crime insurance programs for the State. A description of the design of your program showing limits, deductibles and relationships of major policies should be included. The use of charts or graphs to illustrate your proposal and how you might use insurers is encouraged.

In describing your program please identify the following:

1. Any special coverage features, rating plans, or services which may be attractive to the State.
2. Major exclusions that may apply.
3. Any difficulties you may have placing the required coverages, particularly property coverage.
4. Policies or combinations of policies you recommend be explored.
5. Limits, deductibles or self-insured retentions you would explore. This might include aggregate deductibles and different deductibles for different agencies.
6. Data you require to market the State's coverages. If you include application or exposure summary forms, please keep them pertinent to the State.
7. Provide an estimate of the premium you can obtain for the State for the property, liability, crime insurance. The State's current retentions and limits are as shown on Page 2. If you cannot provide a specific premium, provide a range within which you expect the premium to fall.

PART B. PROPOSED INSURANCE PROGRAM

Describe the proposed insurance program to the current program and comparing the coverage and premiums and services being offered.

PART C. MARKETING

Provide a proposal on how the marketing of the State's required insurance coverages will be conducted, to include:

1. Timeline for the marketing process.
2. Matrix or other objective ranking system for proposals received.
3. Summarization of policies recommended.
4. Comparison of proposed coverages and premiums with current coverage and premiums.
5. Structuring insurance programs to eliminate gaps or overlaps in coverage, to include recommending coverage changes or program adjustments.
6. Provide limits and coverage requested by the State to extent coverage and limits are available.
7. Assistance in policy wording changes to meet needs of the State.
8. Review of insurance binders, policies, certificates and other documents to ensure wording is complete and accurate.

PART D. INSURANCE COMPANIES

Attachment 3 provides a form to identify the insurers you wish to use. Complete Attachment 3 by listing insurers in order of preference. Show the complete name of each insurance company, the name of the insurers group affiliation, the name of any surplus lines broker or managing general agent, whether the insurer is admitted in Hawaii and the current Best's rating (number and letter). If you plan to use a London market, please identify the London brokers and specific underwriters (Lloyd's syndicates or other insurers) that would be used.

Be specific when you list individual insurers. For example, do not list AIG or National Union as an insurance company. Instead, show National Union Fire Insurance Company.

PART E QUALIFICATIONS

Provide the following information and in the format and order listed below:

1. A description of your firm including brief history, size, number of offices and other pertinent information.
2. The names of personnel who will handle the account:
 - a. Include a resume on each individual.
 - b. Describe experience with large public agencies or other major property insurance purchasers.
 - c. Office location of each account team member.You should include information on account executives, marketing personnel and other key account team members.
3. Three references. For each reference, show:
 - Name of client.
 - Name, title and phone number of contact.
 - Lines of coverage placed.

- When your firm served the account
 - Approximate premium size.
4. A description of any special expertise that will be of assistance to the State (available from insurers or through your firm). This could include program design, marketing, risk control, information systems or other areas.
 5. A description of your methodology for checking the financial stability of insurers.
 6. A description of how you will keep up to date on the loss exposures covered by the policies you place.
 7. The assistance you can provide in resolving large disputed claims.
 8. The property loss control assistance you can provide and how it will benefit the State.
 9. The assistance you can provide the State in maintaining its property inventory

PART F. ANNUAL COMMITMENT OF RESOURCES

1. Provide the number of hours and number of training sessions to be provided to the various departments on an annual basis.
2. Provide the number of hours committed and number of risk assessments for various departments that will be conducted on an annual basis.
3. Provide the number of hours committed and number of loss control services that will be conducted on an annual basis.

PART G. ANNUAL COMMITMENT TO PROVIDE ASSISTANCE

1. Provide assistance in the review and calculation annually of the cost allocation process to assess State departments and agencies the cost of risk (insurance premiums and claims), including a method and related software, to quantify increases for those departments with a greater number of losses and discounts for those departments with fewer losses.
2. Ability to provide assistance with difficult or disputed claims and overage questions for all lines of coverages provided to State agencies.
3. Ability to provide assistance in analyzing loss exposures arising from existing or new operations and in developing measures for controlling losses.
4. Ability to provide data base and consolidate underwriting renewal information.

PART H. SERVICING

1. Service each policy issued to the State, including:
 - a. Processing all changes
 - b. Processing endorsements
 - c. Verifying accuracy of invoices
 - d. Answering questions regarding policies in force
2. Be available for consultation with the State regarding the coverages placed and meetings with State personnel. Provide assistance with general risk management questions and technical support (i.e.: insurance and indemnity clauses in contracts).

3. Ability to place new coverages the State may require from time to time (i.e.: master's builders risk, owner controlled insurance programs).

PART I. AUTOMATED DATA PROCESSING (ADP) SUPPORT

1. Provide a quarterly electronic newsletter for State's risk management coordinators and selected others, to include information regarding insurance market trends and risk management and loss control topics.
2. Ability to provide quarterly updates on changes in the insurance market which affect the State's current insurance policies and renewal policies.
3. Ability to provide annual reports, by each November 30, concerning the following areas:
 - a. Sufficiency of the amount of funds that should be in the state risk management revolving fund for emergency use.
 - b. Work performed during the year, work planned for the coming year, insurance policies placed, particular difficulties encountered and income earned on the State account, from all sources.
 - c. List of losses incurred under each insurance policy provided or a statement that no losses have been incurred. This shall be provided at least annually. Updates following policy expiration, regardless of status of broker relationship, are also required until all claims are closed.

Section V Exceptions. Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where the exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.1 GENERAL INFORMATION

Evaluation Committee. Each proposal will be evaluated based on the **ten (10)** criteria set forth below. A proposal that is unreasonable in terms of technical or schedule commitments, or unrealistically high or low in costs will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk requirements as set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the Evaluation Committee, in an advisory role, and the final selection will be at the sole discretion of the State Comptroller.

The evaluation committee shall consist of at least four to five members from various State agencies. The committee members' technical backgrounds will include, risk managers, administrative officer, and procurement specialists.

Purpose. The Evaluation Committee will be responsible for reviewing, evaluating, and ranking all proposals and submitting the Committee's final results to the Comptroller for final selection. The rankings will be based on evaluation criteria that will identify the proposal that will best meet the State's insurance specifications and service requirements.

Program Priority. In the process of reviewing each proposal, the Evaluation Committee will place added priority in the following order; first property insurance, followed by liability insurance and lastly, crime insurance.

4.2 EVALUATION CRITERIA

Selection will be made to the responsible Offeror whose proposal is determined to provide the best value to the State based on the evaluation criteria listed in this section. In addition, weighted values will be applied to each proposal based on the priority described in paragraph 4.1, General Information – Program Priority.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS **945**

I. PROPERTY INSURANCE PROGRAM 350

1.	Conceptual Program	50
2.	Proposed Insurance Program	40
3.	Marketing	30
4.	Insurance Companies	<u>20</u>
	Sub-Total:	140
Note:	Priority Factor – Weighted Value (WV).	
	Property: Total Points (140) x (WV) .75 = 105	<u>105</u>
	Sub-Total:	245
5.	Qualifications	30
6.	Annual Commitment of Resources	25

7. Annual Commitment to Provide Assistance	20
8. Servicing	15
9. Automated Data Processing (ADP) Support	10
10. Compliance with RFP Format, Specifications, and Requirements	<u>5</u>
Sub-Total:	<u>105</u>
Total for Property Insurance Program:	350

II. LIABILITY INSURANCE PROGRAM 315

1. Conceptual Program	50
2. Proposed Insurance Program	40
3. Marketing	30
4. Insurance Companies	<u>20</u>
Sub-Total:	<u>140</u>
Note: Priority Factor – Weighted Value (WV).	
Property: Total Points (140) x (WV) .50 = 70	<u>70</u>
Sub-Total:	<u>210</u>
5. Qualifications	30
6. Annual Commitment of Resources	25
7. Annual Commitment to Provide Assistance	20
8. Servicing	15
9. Automated Data Processing (ADP) Support	10
10. Compliance with RFP Format, Specifications, and Requirements	<u>5</u>
Sub-Total:	<u>105</u>
Total for Liability Insurance Program:	315

III. CRIME INSURANCE PROGRAM 280

1. Conceptual Program	50
2. Proposed Insurance Program	40
3. Marketing	30
4. Insurance Companies	<u>20</u>
Sub-Total:	<u>140</u>
Note: Priority Factor – Weighted Value (WV).	
Property: Total Points (140) x (WV) .25 = 35	<u>35</u>
Sub-Total:	<u>175</u>
5. Qualifications	30
6. Annual Commitment of Resources	25
7. Annual Commitment to Provide Assistance	20
8. Servicing	15
9. Automated Data Processing (ADP) Support	10
10. Compliance with RFP Format, Specifications, and Requirements	<u>5</u>
Sub-Total:	<u>105</u>
Total for Crime Insurance Program:	280

4.3 SELECTION

The Offeror selected (Broker) by the State will cooperate with the State in good faith to promptly fulfill its responsibilities as detailed in this RFP. If for any reason the Broker fails to proceed to the reasonable satisfaction of the State, the State shall have the right to terminate all actions without liability and to enter into another selection with another Offeror selected by the State.

Modification to these provisions or additional provisions may be mandatory in the final selection, as required by applicable federal, or state laws, rules and regulations.

SECTION FIVE SPECIAL PROVISIONS

5.1 SCOPE

The Offeror shall provide insurance brokerage services for State of Hawaii, and shall be in accordance with these Special Provisions, the Specifications and Requirements specified herein, and the GTC, included by reference. Copies of the GTC are available at the SPO and on the Internet at <http://www2.state.hi.us/bidfiles/spoqtgs.pdf>.

5.2 RESPONSIBILITY OF OFFERORS

Due to the extremely compressed timeline of this RFP and the timeline subsequent to the selection of the Broker, it is highly recommended that the Offeror furnish proof of compliance with the requirements of §3-122-112, HAR, with their proposal:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Selection provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.3 OFFEROR QUALIFICATIONS

Offeror shall meet the following qualifications. If Offeror fails to meet these qualifications, the State shall not consider Offeror's proposal for selection.

1. Have at least five (5) years actual experience in:
 - a. the marketing, placement, and servicing of property, liability, and crime insurance coverage for public entities,
2. Offeror shall provide copies of the appropriate broker licenses, in compliance with §§431-9A and 431-8, HRS:
 - a. Resident Business Entity producer license
 - b. Non-Resident Business Entity producer license
 - c. Surplus Line Broker license

5.4 SELECTION TERM

The selection term shall be from the commencement date stated on the Letter of Selection, up to December 1, 2007, subject to semi-annual or annual performance evaluations in accordance to Section 5.32 Service Evaluations. The selection may be

extended for two (2) additional twelve month periods or portions thereof, if mutually agreed upon in writing prior to the expiration of the selection term.

5.5 RISK MANAGEMENT OFFICER (RMO)

For the purposes of this selection, Ms. Julie A Ugalde, Risk Management Officer, telephone (808) 586-0550 or her authorized representative is designated the RMO and represents the Department of Accounting and General Services.

5.6 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- b. The procurement process begins with the issuance of the RFP by SPO and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section FOUR. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP and submit its final results to the Comptroller for final selection.

- I. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the basis for the selection of the State's Broker. All proposals shall become the property of the State of Hawaii.

5.7 SUBMISSION OF PROPOSAL

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments and any other relevant documentation;
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein

Proposal shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated in *Section One, Significant Dates*, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416, but to a central DAGS mailroom. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

5.8 PERMITS, CERTIFICATES, AND LICENSES

The Broker shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Broker shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

5.9 PROPOSAL PREPARATION

- a. **OFFER FORM, OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form, OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

- b. **Wage certificate.** Refer to Section 2.8 of the GTC. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and **eight (8) copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may adversely affect the evaluation of the proposal.
- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to section 3-122-16.07, HAR, section 3-122-108, HAR, and the qualifications of the offeror.

5.10 SELECTION OF BROKER / PROPOSAL

Method of Selection. Selection, if made, shall be to the responsible Offeror whose proposal is determined to provide the best value to the State taking into consideration the evaluation factors set forth in this RFP.

Responsibility of Offeror. Reference §3-122-112, HAR. Prior to selection, the Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us (at the menu click on **Employer Forms, LIR#27**), or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. However, due to the extremely compressed timeline of this RFP and the timeline subsequent to the selection of the Broker, it is highly recommended that the Offeror furnish proof of compliance with the requirements of §3-122-112, HAR, with their proposal. If a valid certificate is not submitted on a timely basis for a selection to be made, an Offeror otherwise responsive and responsible may not be considered.

Final Premium Payment Requirements. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for premium payment.

5.11 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offeror's proposal, it shall be provided within two (2) business days of the State's request.

5.12 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance

with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

5.13 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be **made in writing and should be received by the SPO prior to the deadline for written questions as stated in the Section One.** This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of Offeror's proposal when award could not be made.

5.14 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the SPO. The State will respond to written questions by the date indicated in *Section One, Significant Dates*, or as amended.

5.15 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to Section 3-122-96 through 3-122-97, HAR.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.16 PROPOSAL OPENING

Refer to Section 5.6, item c.

5.17 EVALUATION OF PROPOSALS

Refer to Section 5.6, items d through k.

5.18 PROPOSAL AS A PART OF THE CONTRACT

Refer to Section 5.6, item l.

5.19 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions prior to the execution of the selection. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

5.20 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be within one hundred eighty (180) calendar days after the opening of proposals. Prices quoted by the Offeror shall remain firm for the one hundred eighty (180) day period as provided in *Section 3.2 of the GTC*.

5.21 INSURANCE REQUIREMENTS

The Broker shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Broker and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Broker providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Broker may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Broker's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Broker, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Professional Liability	Products—Complete Operations Aggregate \$5,000,000 each occurrence

The Commercial General Liability insurance policy required of the Broker, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Broker agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefor on

deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Broker shall be responsible for furnishing a copy of the policy or policies.

Failure of the Broker to provide and keep in force such insurance shall be regarded as material default under this agreement, entitling the State to exercise any or all of the remedies provided in this agreement for a default of the Broker.

The procuring of such required insurance shall not be construed to limit Broker's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies of insurance, Broker shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

5.22 EXECUTION AND TERM OF SELECTION

Successful Offeror shall receive a letter of selection signed by the Comptroller of the State of Hawaii.

No work is to be undertaken by the Broker prior to the commencement date specified in the Letter of Selection. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Broker prior to the official starting date.

5.23 PERFORMANCE BONDS

No performance bond is required.

5.24 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Broker of its obligations and liability under this agreement with the State. All persons engaged in performing the work specified herein shall be considered employees of the Broker.

5.25 INVOICING / INSURANCE PREMIUM

Broker shall submit an invoice for the insurance premium(s) due. Original and three (3) copies of the invoice shall be submitted to:

State of Hawaii
Department of Accounting and General Services
Attention: Risk Management
1151 Punchbowl Street, Room 111B
Honolulu, Hawaii 96813

All invoices shall reference the policy number(s).

5.26 PAYMENT OF PREMIUM

The State shall have up to thirty (30) calendar days after receipt of invoice to make premium payment.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for payment.

5.27 CHANGES – UNANTICIPATED AMENDMENTS

During the course of the Broker's term, the Broker may be required to perform additional work that will be within the general scope of the agreement. When additional work is required, the RMO will provide the Broker a written description of the additional work and request that the Broker submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

The Broker will not commence additional work until the RMO or his authorized representative has issued a written modification to this agreement.

5.28 MODIFICATIONS

The agreement may be modified only by written document signed by the RMO and the Broker personnel authorized to sign modifications on behalf of the Broker.

5.29 SELECTION INVALIDATION

If any provision of this selection is found to be invalid, such invalidation will not be construed to invalidate the entire agreement.

5.30 INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Broker is responsible for the completion of all work set out in their proposal and this RFP. All work is subject to inspection, evaluation, and approval by the RMO. The State may employ all reasonable means to ensure that the work is being performed in compliance with their proposal and this RFP. Should the RMO determine that corrections or modifications are necessary in order to accomplish its intent, the RMO may direct the Broker to make such changes.

Substantial failure of the Broker to perform the services required may cause the State to terminate the agreement with the Broker. In this event, the State may require the Broker to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

5.31 STAFFING REQUIREMENTS

Key personnel whose names and resumes are submitted in the proposal, if so required, shall not be removed from this project without prior approval of the RMO. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the RMO.

Personnel changes that are not approved by the RMO may be grounds for the Broker's termination.

The State shall have the right, and the Broker will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

5.32 SERVICE EVALUATIONS

The State may conduct semi-annual or annual performance evaluations of the Broker. The evaluations will review the Broker's performance in the areas stated in Section Two of the RFP. In addition, the Broker's performance in the area of general servicing, such as responsiveness to inquiries, returning phone calls, providing information in a timely manner, etc. will be evaluated. The evaluation will be reviewed with the Broker and the Broker will have the opportunity to respond and correct the performance. If the broker fails to correct the unsatisfactory performance, the State will have the option to terminate the Broker's services, as described in paragraph 5.35 of the RFP.

The State and the Broker will meet and schedule annual timelines for the insurance renewals and services that are to be provided to the State. These timelines will be part of the criteria that will be evaluated on a semi-annual or annual basis.

5.33 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of a selection or proposed selection shall be submitted within five (5) working days after the posting of the selection.

The Notice of Selection Letter, if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Sections 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

5.34 GOVERNING LAW; COST OF LITIGATION

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Broker in connection with their proposal and this RFP, the Broker shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.35 TERMINATION

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State gives the Broker written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Broker's obligation under this agreement shall continue until the specified termination date.

5.36 ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Broker by virtue of this agreement, which is identified as proprietary or confidential information, will be safeguarded by the BROKER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Broker to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Broker, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Broker and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

“Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.”

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any

contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

SECTION SIX ATTACHMENTS

ATTACHMENTS

Attachment 1: OFFER FORM, OF-1
Attachment 2: Wage Certificate
Attachment 3: Insurance Company Requests

***These forms must be completed, signed, and included with the original and all copies of the RFP submittal package.**

Furnish Insurance Brokerage Services for the State of Hawaii
Department of Accounting and General Services, Risk Management
RFP-05-013-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____
* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

9/19/00

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB/RFP No.: RFP-05-013-SW

Title of IFB/RFP: Insurance Brokerage Services for the Department of

Accounting and General Services, Risk Management

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

STATE OF HAWAII
Insurance Company Requests
December 1, 2004

Attachment 3

Name of Insurer	Name of Insurer Group	Name of Surplus Lines Broker or Managing General Agent	Individual Insurer Current Best's Rating	Admitted in Hawaii (yes or no)
Property Insurance				
1.				
2.				
3.				
4.				
5.				
Liability Insurance				
1.				
2.				
3.				
4.				
5.				
Crime Insurance				
1.				
2.				
3.				
4.				
5.				

SECTION SEVEN APPENDICES

APPENDICES

- Appendix I: Subsequent Timelines After Broker Selection
- Appendix II: Summary of Exposure Data
- Appendix III: Summary of Property Values
- Appendix IV: Summary of Property Loss Data
- Appendix V: Summary of Liability Loss Data
 - 1. CV Starr
 - 2. Kempes
- Appendix VI: Summary of Crime Loss Data
- Appendix VII: Summary of Current Coverage

Subsequent Timeline After Broker Selection

The timeline for the State's December 1, 2004 renewal is:

Activity	Date
Receive insurance quotations from broker	October 11, 2004
Select final insurance program and complete negotiations	November 1, 2004
Renewal date	December 1, 2004

STATE OF HAWAII
Summary Exposure Data
(University of Hawaii Included)
(July 2004)

1. Total revenue _____ \$6,993,476,000 _____
2. Number of vehicles _____ 4,979 _____
 - a. Private passenger _____ 1,797 _____
 - b. School buses _____ 47 _____
 - c. All other _____ 3,135 _____
 - d. Total _____ 4,979 _____
3. Total insured values _____ \$11,283,721,732 _____
4. Total number of employees _____ 47,366 _____
5. Number of students:
 - a. Grades K-12 _____ 182,434 _____
 - b. Higher Education _____ 50,317 _____
 - c. Total _____ 232,751 _____
6. Seating capacity, Aloha Stadium _____ 50,000 _____
7. Population _____ 1,261,000 _____
9. Miles of State owned roads _____ 935.7 _____
10. Number of owned boats _____ 63 _____

THE STATE OF HAWAII

Property Insurance Program Statement of Values

As of July 15, 2004

Category		Building	Personal Property	BI / EE	Total
<u>State SOV Excluding UH (<\$5M)</u>		\$89,346,138	\$31,065,833	\$0	\$120,411,971
<u>State SOV Excluding UH (\$5M-\$50M)</u>		\$6,371,030,132	\$231,216,042	\$0	\$6,612,702,516
<u>State SOV Excluding UH (>\$50M)</u>		\$796,098,361	\$104,832,758	\$1,500,000	\$902,431,119
<u>Airports</u>		\$1,697,867,384	\$125,036,792	\$66,941,478	\$1,889,845,654
<u>UH SOV (\$0-\$50M)</u>		\$1,596,074,398	\$12,921,274	\$0	\$1,608,995,672
<u>UH SOV (>\$50M)</u>		\$143,834,800	\$3,000,000	\$2,500,000	\$149,334,800
	Totals for All Categories:	\$10,694,251,213	\$508,072,699	\$70,941,478	\$11,283,721,732

RN	DEPT	DIVISION	LOSS DATE	DESCRIPTION	OPEN RESERVE	TOTAL PAID	INS. PAID	RECOV	TOTAL INCURED	STATUS	DATE CLOSED
1943090	DOH	WAIPAHU HEALTH CENTER	3/14/94	VANDALISM-BLDG	-	679,000	-		679,000	CLS	7/23/96
1943111	DOE	HONOLULU-KALAKAUA INTERMEDIATE	4/7/94	FIRE	-	95,190	-		95,190	CLS	5/8/95
1953008	DOE	LEEWARD-WAIANAE HIGH SCHOOL BLDG P22	7/13/94	ARSON	-	98,248	-		98,248	CLS	3/12/96
1953044	UH	HONOLULU COMMUNITY COLLEGE	11/14/94	FIRE-ARSON	-	691,446	433,257		258,189	CLS	6/2/98
1963017	DOE	WAIPAHU INTERMEDIATE SCHOOL	5/2/95	BLDG PORTABLE P0294 FIRE DAMAG	-	132,391	-		132,391	CLS	3/12/96
1963002	DOE	SCSHVI-CT-2	6/21/95	BLDG	-	76,155	-		76,155	CLS	3/12/96
1963088	DOE	HONOWAI ELEM BLDG H	11/13/95	BUILDING H RM 5,6	-	66,388	-		66,388	CLS	1/2/97
1973007	DHHL	ANAHOLA, KAUAI	1/18/96	ARSON - HOUSE	-	53,459	-		53,459	CLS	8/30/99
1973080	DOH	KONA COMMUNITY HOSPITAL	2/7/97	POWER SURGE DAMAGED EQUIP,LREV	-	129,011	-	75,000	54,011	CLS	5/15/02
1973088	UH	CAMPUS CENTER	4/28/97	ARSON	-	1,578,008	1,328,008		250,000	CLS	2/10/99
1983005	DOE	NANAIKOPONO ELEMENTARY	6/25/97	ARSON	-	127,281	-		127,281	CLS	11/19/97
1983035	DOE	HAWAII-HOLUALOA ELEM	11/22/97	ARSON	-	1,531,535	904,602		626,933	CLS	12/28/99
1993009	DLNR	STATE PARKS	3/10/98	FIRE DAMAGE TO RESTRM FACILITY	100,000	54,056	-		154,056	OPN	
1993023	DOH	KINAU HALE	8/28/98	ARSON - BLDG AND CONTENTS	-	551,771	-		551,771	subro	
1993037	UH	COMMUNITY COLLEGES - KCC	10/6/98	FIRE DAMAGED ROOM & EQUIPMENT	-	126,395	-		126,395	CLS	9/22/00
1993069	DOE	DAGS-CSD (FARRINGTON HIGH SCHOOL)	2/4/99	FIRE DAMAGED CLASSROOM & PC	-	193,285	-		193,285	CLS	12/20/99
2013003	UH	CAMPUS CENTER	7/23/00	ARSON	-	1,077,773	413,886		663,887	OPN	
2013029	DOE	PARKER ELEMENTARY SCHOOL	10/16/00	FIRE TO LIBRARY	-	119,018	-		119,018	CLS	6/6/01
2013027	DOE	LUNALILO ELEMENTARY	10/21/00	ARSON	-	80,000	-		80,000	CLS	11/29/03
VAROUS		STATE - VARIOUS DEPARTMENTS	11/2/00	FLOOD DAMAGED	-	3,000,000	2,700,000		300,000	CLS	6/12/02
2013063	UH	SOEST	2/9/01	WATER DAMAGED EQUIPMENT	158,420	-	-		158,420	OPN	
2013081	DOE	CENTRAL DISTRICT - KAE' WAI ELEMENTARY	5/23/01	FIRE DAMAGED STORAGE ROOM	-	107,176			107,176	CLS	9/4/03
2013080	DOE	LEEWARD DISTRICT - WAIANAE HIGH	5/28/01	FIRE DAMAGED PORTABLE 22	-	62,000			62,000	OPN	2/24/04
2013098	DOH	HEER	3/12/01	POLLUTION CLEAN-UP	600,000	42			600,042	OPN	
2023019	DOE	RADFORD HIGH	8/11/01	FIRE DAMAGED P-28	-	105,520			105,520	CLS	10/3/03
2023025	DOT	AIRPORTS	9/11/01	loss of revenue-WTC attack	250,000	-			250,000	OPN	
2023041	DOE	CENTRAL DISTRICT/MILILANI HIGH	1/1/02	FIRE DAMAGED PORTABLE #P11	15,000	188,340			203,340	OPN	
2033001	DOE	HAWAII DISTRICT/WAIAKEA HIGH SCHOOL	8/20/02	FIRE DAMAGED BLDG. R	72,906	1,144,694			1,217,600	OPN	
2033036	DHHL		10/15/02	FIRE DAMAGED HOUSE	74,849	5,151			80,000	OPN	
2033053	DOE	LEEWARD DISTRICT/ILIMA INTER	11/23/02	FIRE DAMAGED BLDG.	78,786	13,214			92,000	OPN	
2033054	DOE	CENTRAL DISTRICT/ALIAMANU MIDDLE	11/23/02	FIRE DAMAGED PORTABLE	17,000	223,610			240,610	OPN	
2033101	DOE	KAUAI DISTRICT/WILCOX ELEM.	3/25/03	FIRE DAMAGED BLDG.	765,000	841,401			1,606,401	OPN	
2033127	DOE	WINDWARD DISTRICT/KAILUA MIDDLE	5/29/03	FIRE DAMAGED BLDG - WOOD SHOP	20,032	34,968			55,000	OPN	
2043007	DOE	CENTRAL DISTRICT/AIEA H.S.	7/2/03	FIRE DAMAGED ADMIN	14,560	38,760			53,320	OPN	
VARIOUS		WIND STORM - VARIOUS LOCATIONS	1/14/04	WIND DAMAGES	85,000	165,000			250,000	OPN	
2043134	DOE	CENTRAL DISTRICT/RADFORD H.S.	12/7/03	FLOOD DAMAGED GYM FLOOR	100,000				100,000	OPN	

SECTION SEVEN
SUMMARY PROPERTY LOSS DATA

RFP-05-013-SW
APPENDIX IV

RN	DEPT	DIVISION	LOSS DATE	DESCRIPTION	OPEN RESERVE	TOTAL PAID	INS. PAID	RECOV	TOTAL INCURED	STATUS	DATE CLOSED
2043139	DOE	HONOLULU DISTRICT/FARRINGTON H.S.	2/23/04	FIRE DAMAGED BLDG	46,000	74,100			120,100	OPN	
2043149	DOE	KAUAI DISTRICT/KAPAA MIDDLE	3/24/04	VANDALISM	100,000				100,000	OPN	
2043144	DOE	LEEWARD DISTRICT/WAIANAE HIGH	04/012004	FIRE DAMAGED BLDG	1,000,000	250,000			1,250,000	OPN	

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	46595	1991-10-17		NOTICE		CLAIMANT ALLEGES AUTO INJURIES DUE TO IN SD NEGLIGENT ROAD DESIGN	1902434	1990-12-01	0	0	0	0	0	0	0
169	49338	1990-12-01	1996-01-25	CLOSED	1996-02-13	CLMTS ALLEGE ACTS OF OMMISSIONS OF DEPT OF HUMAN SERVICES CAUSED THEM TO BE INJURED	1902434	1990-12-01	0	0	0	0	0	0	0
169	74436	1990-12-01	1998-09-22	CLOSED	1999-10-06	CLMT ALLEGES INSD FALSELY,FRAUDULENTLY,C ONCEALED, OMITTED, AND MISREPRESENTED FACTS.	1902434	1990-12-01	0	0	0	0	1,578	0	1,578
							1902434 Total		0	0	0	0	1,578	0	1,578
169	25429	1992-04-01	1992-12-09	CLOSED	1992-12-09	14 YR. OLD DROWNED AFTER HOURS UNDER UNKNOWN CIRCUMSTANCES IN A COUNTY POOL.	1912449	1991-12-01	0	0	0	0	0	0	0
							1912449 Total		0	0	0	0	0	0	0
						No Allocated or Reported Claims to Date	1922460		0	0	0	0	0	0	0
						No Allocated or Reported Claims to Date	1932471		0	0	0	0	0	0	0
						No Allocated or Reported Claims to Date	1942500		0	0	0	0	0	0	0
						No Allocated or Reported Claims to Date	1944401		0	0	0	0	0	0	0

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	63435	1995-12-01	1997-07-30	CLOSED	1997-08-26	CLMT ALLEGING BREACH OF CONTRACT & MISRE PRESENTATIONS IN RE: TO A STATE CHILD SUPPORT SYSTEM.	1954426	1995-12-01	0	0	0	0	0	0	0
169	63592	1995-12-01	1997-08-06	CLOSED	1998-04-16	CLAIM AGAINST THE STATE FOR VIOLATION OF WHISTLE BLOWER PROTECTION ACT.	1954426	1995-12-01	0	0	0	0	724	0	724
							1954426 Total		0	0	0	0	724	0	724
169	63437	1995-12-01	1997-07-30	CLOSED	1997-08-27	CLMT ALLEGING BREACH OF CONTRACT & MISRE PRESENTATION IN RE: TO A STATE CHILLD SUPPORT SYSTEM.	1954427	1995-12-01	0	0	0	0	0	0	0
169	63594	1995-12-01	1997-08-06	CLOSED	1998-04-16	CLAIM AGAINST THE STATE FOR VIOLATION OF WHISTLE BLOWERS PROTECTION ACT.	1954427	1995-12-01	0	0	0	0	724	0	724
							1954427 Total		0	0	0	0	724	0	724
						No Allocated or Reported Claims to Date	1964426		0	0	0	0	0	0	0
169	103189	1997-01-20	2001-02-08	CLOSED	2001-03-20	CLMT'S FELL INTO A ROUGH OCEAN WHILE VISITING THE INSURED STATE - FATALITY	1964427	1996-12-01	0	0	0	0	318	0	318
							1964427 Total		0	0	0	0	318	0	318

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	99512	1997-12-01		NOTICE		CLMT (MINOR) WAS ALLEGEDLY SEXUALLY ASSAULTED BY ANOTHER CHILD	1974459	1997-12-01	0	0	0	0	0	0	0
169	103518	1997-12-20	2001-02-16	CLOSED	2003-01-03	CLMT WAS OVERTURNED BY A WAVE HITTING HER HEAD, RESULTING IN PARALYSIS	1974459	1997-12-01	0	0	0	0	2,601	0	2,601
169	83294	1998-02-02	1999-07-02	CLOSED	2000-05-18	IV STRUCK PEDESTRIAN	1974459	1997-12-01	0	0	89,894	0	3,122	0	93,016
169	89074	1998-03-19	1999-12-29	CLOSED	2001-11-27	CLMTS ALLEGE CONSTRUCTION ON ROADWAY CONTRIBUTED TO ACCIDENT	1974459	1997-12-01	0	0	0	0	2,544	0	2,544
169	98760	1998-04-01	2000-10-10	CLOSED	2000-12-28	CLMT ALLEGES BEING ABUSED BY THE INSURED'S STAFF MEMBER	1974459	1997-12-01	0	0	0	0	318	0	318
169	105454	1998-05-26	2001-04-02	CLOSED	2004-04-16	CLMT WAS A PASSENGER OF A VEHICLE THAT WENT OFF THE ROAD DUE TO RECKLESS DRIVING ON CURVED ROAD - QUADRIPLÉGIA	1974459	1997-12-01	0	0	38,110	0	4,158	0	42,268
169	116059	1998-06-29	2001-12-20	CLOSED	2003-07-02	CLMT DROVE INTO NATURAL TIDE POOL, RESULTING IN QUADRIPLÉGIA.	1974459	1997-12-01	0	0	0	0	2,079	0	2,079
169	98969	1998-11-01	2000-10-16	CLOSED	2000-12-28	CLMT WAS ASSAULTED AT INSURED'S PREMISES	1974459	1997-12-01	0	0	0	0	318	0	318
				1974459 Total (for 12/1/97 - 12/1/98 Period)					0	0	128,004	0	15,140	0	143,144
169	105668	1999-01-17	2001-04-06	CLOSED	2002-11-26	ALLEGATIONS ARE ROADWAYS DEFECT THAT CAUSED FATAL AUTO ACCIDENT	1974459	1998-12-01	0	0	0	0	1,908	0	1,908

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	88412	1999-02-22	1999-12-09	CLOSED	2001-06-22	CLMT WAS WORKING ON ROOF WHEN HE ALLEGED LY FELL THROUGH ROOF ONTO THE CONCRETE FLOOR 23 FEET BELOW	1974459	1998-12-01	125,000	0	86,371	0	4,084	0	215,455
169	98967	1999-04-01	2000-10-16	CLOSED	2001-01-19	CLMT ALLEGES SEXUAL ASSAULT AT THE INSURED'S PREMISES	1974459	1998-12-01	0	0	0	0	318	0	318
169	81749	1999-05-09	1999-05-13	CLOSED	2004-03-04	LANDSLIDE	1974459	1998-12-01	7,999,999	0	10,543	0	16,178	(2,719)	8,024,001
169	81683	1999-05-10	1999-05-12	CLOSED	1999-05-12	LANDSLIDE	1974459	1998-12-01	0	0	0	0	105	0	105
169	98966	1999-07-04	2000-10-16	CLOSED	2001-05-31	WRONGFUL DEATH	1974459	1998-12-01	0	0	0	0	636	0	636
169	90877	1999-07-10	2000-03-09	CLOSED	2000-03-17	DEFECTIVE ROAD CAUSED CLMT'S ACCIDENT	1974459	1998-12-01	0	0	0	0	318	0	318
169	107788	1999-07-11	2001-05-23	CLOSED	2002-03-29	PLTF FELL INTO AN OPEN DITCH ON THE SIDE OF THE ROAD - FATALITY	1975549	1998-12-01	0	0	0	0	1,272	0	1,272
169	98804	1999-10-13	2000-10-10	CLOSED	2001-05-11	PLTF ALLEGES STUDENT NURSE WAS NOT PROPERLY TRAINED OR SUPERVISED TO HANDLE EMERGENCY CARE - FATALITY	1974459	1998-12-01	0	0	0	0	636	0	636
169	130014	1999-07-24	2002-11-12	CLOSED	2003-07-29	CLMTS ALLEGE THAT THE INSURED DESIGNED, CONSTRUCTED, CONTROLLED AND MAINTAINED THE MOKULELE HIGHWAY UNSAFELY	1974459	1998-12-01	0	0	0	0	1,125	0	1,125
169	119343	1999-11-21	2002-03-08	CLOSED	2003-02-10	INMATE COMMITTED SUICIDE, FAMILY ALLEGING WRONGFUL DEATH / NEGLIGENCE AND CIVIL RIGHTS VIOLATIONS	1974459	1998-12-01	0	0	0	0	1,329	0	1,329
				1974459 Total (for 12/1/98 - 12/1/99 Period)					8,124,999	0	96,914	0	27,909	(2,719)	8,247,103

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	143425	2000-05-18		NOTICE		CLAIMANTS ALLEGE THEY WERE DETAINED BEYOND THEIR COURT ORDERED RELEASE	1974459	1999-12-01	0	0	0	0	0	0	0
1974459 Total (for 12/1/99 - 1/1/00 Period)									0	0	0	0	0	0	0
169	148333	2002-06-30	2004-01-06	CLOSED	2004-04-27	CLAIMANT BALANCED OVER A BLOW HOLE AND FELL IN AFTER BEING PUSHED INTO THE AIR	7013277	2001-12-31	0	0	0	0	375	0	375
169	142956	2002-08-05		NOTICE		CLAIMANT STRUCK BY AUTO; ALLEGES INSURED'S ROAD DESIGN AND SIGNAGE CONTRIBUTED TO THE ACCIDENT	7013277	2001-12-31	0	0	0	0	0	0	0
169	147271	2002-09-07	2003-12-19	OPEN		INSURED'S VEHICLE WAS INVOLVED IN A SINGLE ACCIDENT; LOWER LIMB INFLAMATION	7013277	2001-12-31	0	27,000	0	0	0	0	27,000
169	143771	2002-10-14		NOTICE		CLAIMANT ALLEGEDLY FELL TO HER DEATH FROM A 3'RD FLOOR WINDOW	7013277	2001-12-31	0	0	0	0	0	0	0
7013277 Total (for 12/1/01 - 12/1/02 Period)									0	27,000	0	0	375	0	27,375
169	151594	2003-08-16	2004-03-30	OPEN		WHILE RIDING HIS BIKE DOWN THE HIGHWAY, CLAIMANT ALLEGEDLY STRUCK THE BASE UNIT OF A GUIDE POST; CONCUSSION	7024062	2002-12-01	0	6,700	0	0	0	0	6,700
7024062 Total (12/1/02 - 12/1/03)									0	6,700	0	0	0	0	6,700
						No Allocated or Reported Claims to Date	7031156	2003-12-01							
						Grand Total for C.V. Starr Policies			8,124,999	33,700	224,918	0	46,768	(2,719)	8,427,666

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
165	23400	1996-12-01	1999-07-13	CLOSED	2001-08-30	EMPLOYEE IS ALLEGED TO HAVE DIVERTED DIETARY PROVISIONS FROM 1991 TO 1996	4822116	1995-12-01	67,613	0	0	0	1,482	(8,877)	60,218
165	27989	1999-06-30	2002-10-28	CLOSED	2003-05-05	INSURED REPORTS FORMER EMPLOYEE HAS BEEN CONVICTED OF EMBEZZLING STATE FUNDS	8573976	1998-12-01	0	0	1,615	0	750	0	2,365
165	28404	2001-05-16	2003-04-04	CLOSED	2004-06-21	INSURED ALLEGES SEVERAL OF THEIR EMPLOYEES WERE INVOLVED IN KICK BACK SCHEME WITH CONTRACTORS	8722162	2000-12-31	0	0	1,373	0	1,500	0	2,873
						GRAND TOTAL FOR NATIONAL UNION POLICIES			67,613	0	2,988	0	3,732	(8,877)	65,456
169	95415	1992-12-01	2000-07-25	CLOSED	2000-09-15	CLMT ALLEGES SHE WAS SEXUALLY ABUSED WHILE IN FOSTER CARE	3085775	1992-12-01	0	0	0	0	318	0	318
169	49822	1992-12-01	1996-02-15	CLOSED	1997-02-13	MINORS ALLEGE THAT NEGLIGENCE OF INSD RESULTED IN SEXUAL ABUSE.	3085775	1992-12-01	0	0	0	0	362	0	362
169	84153	1992-12-01	1999-07-28	OPEN		DJ ACTION	3085775	1992-12-01	3,000,000	0	178,813	8,573	9,162	0	3,196,548
169	56120	1994-03-26	1996-11-05	CLOSED	1997-11-04	CLMT WAS WAS SERIOUSLY INJURED BY ELECTRICAL CONTACT ON THE INSURED'S PREMISES	3085775	1993-12-01	925,000	0	124,002	0	2,863	0	1,051,865

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	84877	1994-07-16	1999-08-20	CLOSED	2001-11-08	CLMT RENDERED QUADRIPLAGIC AFTER DIVING INTO STREAM IN PARK OWNED/OPERATED BY INSD	3085775	1993-12-01	0	0	23,493	0	3,285	0	26,778
169	114538	1994-09-09	2001-11-09	CLOSED	2002-04-19	CLMT WAS BODY SURFING AT INSURED BEACH AND WAS STRUCK BY A WAVE - QUADRIPLÉGIA	3085775	1993-12-01	0	0	0	0	636	0	636
169	56098	1994-11-18	1996-11-05	CLOSED	1997-08-08	CLMT DRIVING ON STATE HWY WAS STRUCK BY FALLING LIGHT POLE	3085775	1993-12-01	4,500,000	0	26,758	0	4,694	(2,000,000)	2,531,452
169	64067	1995-02-05	1997-08-22	CLOSED	1998-09-14	ALLEGES AUTO ACCIDENT WAS CAUSED BY IMPR OPER ROADWAY DESIGN	3085775	1994-12-01	600,000	0	120,513	0	1,249	0	721,762
169	74421	1995-08-25	1998-09-03	OPEN		CLMTS VEH WAS HIT HEAD ON WHEN ANOTHER V EH TRAVELING NORTH LOST CONTROL & ENTERED THE ONCOMING LANE.	3085775	1994-12-01	0	27,000	419,977	122,518	7,644	(7,190)	569,949
169	103317	1995-08-26	2001-02-12	CLOSED	2001-08-08	AUTO ACCIDENT, CLMT ALLEGEDLY HYDROPLANED AND LOST CONTROL - FATALITY	3085775	1994-12-01	0	0	0	0	636	0	636
							3085775 Total		9,025,000	27,000	893,556	131,091	30,213	(2,007,190)	8,099,670
169	63221	1995-12-01	1997-07-28	CLOSED	1997-08-15	CLMT ALLEGING BREACH OF CONTRACT & FRAUD ULENT MISREPRESENTATIO NS RE: STATEWIDE CHILD SUPPORT SYSTEM.	3092968	1995-12-01	0	0	0	0	0	0	0
169	63228	1995-12-01	1997-07-28	CLOSED	2003-04-01	AGGREGATE CL STATE OF HAWAII.	3092968	1995-12-01	0	0	56,163	0	7,003	0	63,166

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	64082	1996-05-02	1997-08-28	CLOSED	2001-08-17	CLMT WAS ALLEGEDLY STRUCK BY INSD'S EMPL OYEE DRIVEN A NON OWNED AUTO WHILE CROSSING THE HWY	3092968	1995-12-01	0	0	271,683	0	6,340	0	278,023
169	91678	1996-07-10	2000-03-14	CLOSED	2001-01-18	INSD EMPLOYEE DRIVING AN INSD VEHICLE ST RUCK CLMT (PEDESTRIAN)	3092968	1995-12-01	0	0	0	0	1,272	0	1,272
169	92028	1996-08-13	2000-03-24	CLOSED	2001-04-05	CLMT ALLEGES DEFECTIVE ROADWAY CAUSED HE R ACCIDENT.	3092968	1995-12-01	0	0	0	0	1,590	0	1,590
169	114591	1996-10-28	2001-11-12	CLOSED	2002-01-22	CLMT ALLEGES THAT A LEFT TURN ONLY LIGHT AT THE INTERSECTION WOULD HAVE PREVENTED THE ACCIDENT WHICH RESULTED IN A RUPTURED SPLEEN INJURY	3092968	1995-12-01	0	0	0	0	318	0	318
169	63222	1996-12-01	1997-07-21	CLOSED	1999-05-28	CLAIM AGAINST THE STATE FOR VIOLATION OF WHIISTLE BLOWER PROTECTION ACT.	3092968	1995-12-01	0	0	0	0	1,864	0	1,864
169	104167	1997-01-20	2001-03-02	OPEN		FOUR TOURISTS DROWNED ON INSURED OWNED PROPERTY THAT WAS NOT MAINTAINED & HAD NO WARNINGS	3092968	1996-12-01	0	27,000	264,789	65,392	6,912	(3,778)	360,315
169	93581	1997-08-30	2000-05-05	OPEN		CLMT (MINOR) ALLEGEDLY PHYSICALLY ABUSED BY MOTHER	3092968	1996-12-01	0	6,700	0	0	5,250	0	11,950
							3092968 Total		0	33,700	592,635	65,392	30,549	(3,778)	718,498

BRANCH	CASE	LOSS DT	CREATE DT	STATUS	CLOSE DT	DESCRIPTION	POLICY	EFF DT	IND PD	IND OS	LEG PD	LEG OS	ADJ PD	RECOVERY	INCURRED
169	63436	1995-12-01	1997-07-30	CLOSED	1997-08-15	CLMT ALLEGING BREACH OF CONTRACT & MISRE PRESENTATION IN RE: TO A STATE CHILD SUPPORT SYSTEM.	4265555	1995-12-01	0	0	0	0	0	0	0
169	63593	1995-12-01	1997-08-06	CLOSED	1998-04-16	CLAIM AGAINST THE STATE FOR VIOLATION OF WHISTLE BLOWER PROTECT ACT	4265555	1995-12-01	0	0	0	0	499	0	499
							4265555 Total		0	0	0	0	499	0	499

EffDate: 12/31/2001 Policy Term: 12
 Policy Number: 3XZ12080601
 Insured Name: HAWAII STATE OF
 Agent: PAUSE
 Valued as of: 6/30/2004

Specialty National Insurance Company Loss Run Report for PAUSE



Claim#	Loss Date	Claimant Name	Close Date	Type of Loss	Loss Description	Loss Reserves	Loss Paid	Expense Reserves	Expense Paid	Total Incurred
0000064911	6/26/2002		OPEN	Liability	GL BIOTHR VEH STRUCK PEDS DEF SIGNAGE	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000064911	6/26/2002					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000065210	8/5/2002		OPEN	Liability	GL BIMVA CLMT HIT BY CAR	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000065210	8/5/2002					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000065522	10/14/2002		OPEN	Liability	GENERAL LIAB BODILYCLMT FELL FROM WINDOW DEATH	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000065522	10/14/2002					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000066652	6/30/2002		OPEN	Liability	GL BICLMT FELL DEATH	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000066683	9/7/2002		OPEN	Liability	GL BIAUTO ACCIDENT ON HAZARDOUS ROAD	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000067081	5/31/2002		OPEN	Liability	GENERAL LIAB BODILY INJURYTRIP AND FALL	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
TOTALS						\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
Claim Count:	6									
Open:	6									
Closed:	0									

*Total Incurred is less any recoveries

EffDate: 7/1/2000 Policy Term: 17
 Policy Number: 3XZ12080600
 Insured Name: HAWAII STATE OF
 Agent: PAUSE
 Valued as of: 6/30/2004

Specialty National Insurance Company
 Loss Run Report for PAUSE



Claim#	Loss Date	Claimant Name	Close Date	Type of Loss	Loss Description	Loss Reserves	Loss Paid	Expense Reserves	Expense Paid	Total Incurred
0000017692	3/12/2001		OPEN	Malpractice	MULTIPLE VICTIMS ALLEGEDLY INDIAN FOR MERCURY CONTAMINATION	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000017692	3/12/2001					\$0.00	\$0.00	\$312.38	\$9,687.62	\$10,000.00
0000019744	5/3/2001		05/25/2004	Malpractice	DECEDANT CROSSED THE CENTER LINE & WAS INVOLVED IN A HEAD ON COLLISION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000019744	5/3/2001					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000030462	3/1/2001		OPEN	Malpractice	CLAIMANT DOVE OFF OF PIER AND WAS RENDERED A QUADRUPLEGIC	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000030462	3/1/2001		OPEN	Malpractice	CLAIMANT DOVE OFF OF PIER AND WAS RENDERED A QUADRUPLEGIC	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00

*Total Incurred is less any recoveries

Thursday, July 15, 2004

Page 1

EffDate: 7/1/2000 Policy Term: 17
 Policy Number: 3XZ12060600
 Insured Name: HAWAII STATE OF
 Agent: PAUSE
 Valued as of: 6/30/2004

Specialty National Insurance Company Loss Run Report for PAUSE



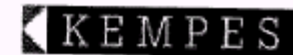
Claim#	Loss Date	Claimant Name	Close Date	Type of Loss	Loss Description	Loss Reserves	Loss Paid	Expense Reserves	Expense Paid	Total Incurred
0000030462	3/1/2001					\$0.00	\$0.00	\$15,007.30	\$8,372.70	\$23,380.00
0000032718	7/20/2000		OPEN	Malpractice	2 MILL SIR ALLEGED ROADWAYDEFFECT	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000032719	9/24/2000		11/10/2003	Malpractice	2 MILL SIR DIVING INJURY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000032719	9/24/2000					\$0.00	\$0.00	\$0.00	\$4,889.50	\$4,889.50
0000032720	6/8/2001		11/27/2002	Malpractice	2 MILL SIR DEFECTIVE ROADWAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000034049	4/23/2001		01/06/2003	Malpractice	2 MILL SIR WRONGFUL DEATH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000041619	12/25/2000		08/27/2002	Liability	\$2M SIR AMPUTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000065365	1/30/2001		OPEN	Malpractice	LE WRGACLMT ALLEG WAS KEPT IN CUS TOO LONG	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000066665	8/1/2000		OPEN	Liability	GL BIAUTO ACCID DUE TO IMPROP MAIN OF HY	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00

*Total Incurred is less any recoveries

Thursday, July 15, 2004

Page 2

Specialty National Insurance Company
Loss Run Report for PAUSE



EffDate: 7/1/2000 Policy Term: 17
Policy Number: 3XZ12080600
Insured Name: HAWAII STATE OF
Agent: PAUSE
Valued as of: 6/30/2004

Claim#	Loss Date	Claimant Name	Close Date	Type of Loss	Loss Description	Loss Reserves	Loss Paid	Expense Reserves	Expense Paid	Total Incurred
000006665	8/1/2000		OPEN	Liability	GL BIAUTO ACCID DUE TO IMPROP MAIN OF HY	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
000006665	8/1/2000					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
000006666	9/30/2001		OPEN	Liability	GL BIFOST CHLD STRK CLMT WHO FELL DEATH	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
000006666	9/30/2001					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
000006667	9/30/2001		OPEN	Liability	GENERAL LIAB BODILYCLMT STABBED BY PATIENT	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
000006667	9/30/2001					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
000006681	10/10/2000		OPEN	Liability	INLAND MARINE BODIAUTO ACCIDENT READ HAD HAZARDS	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
0000066739	4/12/2001		OPEN	Malpractice	PROFESSIONAL LIAB WRONGFUL ACTNEGLIGENCE FAILURE TO PROTECT	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00

*Total Incurred is less any recoveries

Thursday, July 15, 2004

Page 3

Specialty National Insurance Company
Loss Run Report for PAUSE



EffDate: 7/1/2000 Policy Term: 17
Policy Number: 3XZ12080600
Insured Name: HAWAII STATE OF
Agent: PAUSE
Valued as of: 6/30/2004

Claim#	Loss Date	Claimant Name	Close Date	Type of Loss	Loss Description	Loss Reserves	Loss Paid	Expense Reserves	Expense Paid	Total Incurred	
0000066739	4/12/2001					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0000066740	6/13/2001		OPEN	Liability	GENERAL LIAB BODILYDROWNING CEMENT STEPS NOT MAINTAIN	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	
0000066740	6/13/2001					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0000067247	11/17/2001		OPEN	Liability	GENERAL LIABILITY BODILYALLEGES INS NEG IN DESIGN OF RAMP	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	
Claim Count:	16					TOTALS	\$240.00	\$0.00	\$15,319.68	\$22,949.82	\$38,509.50
Open:	11										
Closed:	5										

*Total Incurred is less any recoveries

Thursday, July 15, 2004

Page 4

RN	DEPT	DIV	OCCURRED	DESCRIPTION	TYPE	RESERVE	PAID	INS. PAID	TOTAL	STS	CLOSED
1993101	DOH	KOHALA HOSPITAL	1991-1996	DIVERSION OF SUPPLIES	MON	0	117,613	67,613	117,613	SUBRO	
1963032	UH	OFFICE OF STUDENT AFFAIRS	10/2/95	EMBEZZLEMENT/THEFT	MON	0	95,937	0	95,937	SUBRO	
2033003	DAGS	PUBLIC WORKS	VARIOUS	THEFT OF CASH	MON	500,000	0		500,000	OPN	
2033002	DOT	AIRPORTS	VARIOUS	THEFT OF CASH	MON	1,200,000	0		1,200,000	OPN	

State of Hawaii
Statewide Insurance Program
DAGS/Risk Management
December 1, 2003 to December 1, 2004

Property Insurance	Liability Insurance	Crime Insurance
<p>Coverage & Limits: Real and Personal Property Statewide Blanket Policy</p> <p>“All Risk” of Direct Physical Loss, including Named Hurricane \$100 million/Occurrence Flood and Quake 25 million/Occurrence Aggregate 25 million Terrorism: \$ 50 million/Occurrence</p> <p>The following are included: Extra Expenses; Valuable papers & media; Property off-premise & in-transit; Electronic data processing equipment; Artwork; Newly acquired property; Cost of construction; Destruction of Tax records, taxes receivable, loss of interest and business interruption; Vacant property (\$2.5 million); Engineers & architects fees; Demolition/increased cost of construction/contingent liability due to building laws; Mobile & construction equipment (ACV); Automobiles (ACV)</p> <p>Deductibles: Windstorm: 3 % of values at each location subject to a "per-occurrence" minimum of \$250,000 Named Hurricane, earthquake, flood damage, tsunami & volcanic action: 3 % subject to \$250,000 minimum</p> <p>Others losses: \$250,000/Occurrence</p> <p>Insurers: Landmark American Ins. Co., Allianz Ins. Co., United States Fire Ins. Co., ARCH Specialty Ins. Co.</p> <p>Premium: \$5,334,146</p>	<p>Coverage & Limits: \$10 million/Any one occurrence or wrongful act or series of continuous repeated or related occurrences \$10 million Products /Completed Operations Hazard Aggregate \$10 million Errors & Omissions Liability Aggregate (other than Personal Injury) \$10 million Employees Benefits Liability Aggregate</p> <p>Bodily Injury and Property Damage Personal and Advertising Injury Errors and Omissions Liability Employment Practices Liability Automobile Liability Products/Completed Operations Watercraft Liability (except research vessels) Employee Benefits Liability Employers' Liability</p> <p>Exclusions: Pollution; Asbestos; Airport & Aircraft; Medical Malpractice; Nuclear Energy; Dams (can be purchased back); Subsidence; Inverse Condemnation & Workers' Compensation</p> <p>Self-Insured Retention: \$4 million/Occurrence or wrongful act</p> <p>Insurer: Insurance Co. of the State of Pennsylvania</p> <p>Premium: \$1,350,800</p>	<p>Coverage & Limits: Public Employee Dishonesty \$10 million Forgery or Alteration \$10 million Theft, Disappearance, and Destruction \$10 million Robbery & Safe Burglary \$10 million Computer Fraud \$10 million Wire Transfer Communication Fraud \$10 million Money Orders and Counterfeit Paper Currency \$10 million Faithful Performance of Duty 1 million</p> <p>Deductible: \$250,000/Occurrence</p> <p>Claims Expense Coverage \$ 50,000 Deductible: \$1,000</p> <p>Insurer: Continental Casualty Company</p> <p>Premium: \$121,981</p>
NOTE: Deductible paid by the State Risk Management Fund or through Legislative Appropriation		